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CARRIERS — CUSTODY AND CONTROL OF GOODS — WHEN CARRIER BECOMES A WAREHOUSEMAN. — The plaintiff shipped goods over the defendant railroad consigned to his own order, the purchaser to be notified. The purchaser refused to accept the goods but the carrier failed to notify the plaintiff thereof. The goods were stored and accidentally destroyed by fire. *Held*, that the carrier is liable. *Nashville, Chattanooga & St. Louis Ry. Co. v. Dreyfuss-Weil Co.*, 150 S. W. 321 (Ky.).

There are several views as to when a carrier's absolute liability ceases and becomes a liability only to use due care. In some jurisdictions it ceases when the carrier deposits the goods at their destination. *Thomas v. Boston & Providence R. Corp.*, 51 Mass. 472; *Merchants' Dispatch Transportation Co. v. Hallock*, 64 Ill. 284. A more scientific view is that a reasonable time for removal must be given. *Wood v. Crocker*, 18 Wis. 345; *Burr v. Adams Express Co.*, 71 N. J. L. 263, 58 Atl. 609. It seems well settled, however, that after the consignee refuses the goods, the carrier is liable to the consignor only as warehouseman for due care. *Hathorn v. Ely*, 28 N. Y. 78; *Stapleton v. Grand Trunk Ry. Co.*, 133 Mich. 187, 94 N. W. 739. Therefore the carrier should not be liable for a loss occurring after failure to notify the consignor of this refusal unless the failure to do so is negligence causing that loss. *Kremer v. Southern Express Co.*, 6 Cold. (Tenn.) 356; *American Sugar-Refining Co. v. McGhee*, 96 Ga. 27, 21 S. E. 383. *Contra*, *American Merchants' Union Express Co. v. Wolf*, 79 Ill. 430. In the principal case, however, the court, treating the purchaser as consignee, seems to consider that the liability as carrier continues until the consignor is notified. It is submitted that this reasoning is unsound. The same result could properly have been reached by holding the carrier under a duty to use due care in notifying the consignor, a breach of which duty constituted negligence. *American Sugar-Refining Co. v. McGhee*, *supra*.

CARRIERS — STATE REGULATION — CONSTITUTIONALITY OF STATUTE PROVIDING REDUCED RATES FOR MILITIA. — A statute provided that the militia while traveling under orders should be carried at less than the regular maximum passenger fare. The rate was admitted by the carrier to be compensatory. *Held*, that the statute is constitutional. *State v. Chicago, Milwaukee, & St. Paul Ry. Co.*, 137 N. W. 2 (Minn.). See NOTES, p. 360.

CARRIERS — STATE REGULATION — CONSTITUTIONALITY OF STATUTE REQUIRING POLICEMEN TO BE CARRIED FREE ON TROLLEY CARS. — A statute provided that policemen should be carried free on the cars of street railway companies. *Held*, that the statute is constitutional. *State v. Sutton*, 84 Atl. 1057 (N. J.). See NOTES, p. 360.

CONFLICT OF LAWS — MAKING AND VALIDITY OF CONTRACTS — CONTRACT CONCERNING LAND: WHAT LAW GOVERNS VALIDITY. — A contract made in Minnesota for the sale of Colorado land contained a provision for forfeiture which was invalid by Minnesota law. The Minnesota court applied the local law. *Held*, that this does not deprive the plaintiff of his rights under the United States Constitution. *Selover, Bates & Co. v. Walsh*, 226 U. S. 112, 33 Sup. Ct. 69.

For a discussion of the principles involved, see 21 HARV. L. REV. 365; 22 *id.* 534.

CONSTITUTIONAL LAW — DUE PROCESS OF LAW — LIMITING THE USE TO WHICH PROPERTY MAY BE PUT. — A statute authorized city councils, in their discretion, to prescribe and establish building lines along streets. A city council passed an ordinance that one of its committees should establish a building